The reviewer doubts whether sufficient care has been exercised in stating the result of the important case of *Loewe* v. *Lawlor*.[4] That decision is not rested upon the restraint placed by the combination upon the manufacture of goods *intended* for interstate shipment. Surely in view of the *Knight* case[5] such intent cannot make manufacture interstate commerce. Nor does the decision rest upon the restraint upon the sale *in general* in the States to which the goods were shipped or were to be shipped. The Act can reach only restraints upon sales of the articles so long only as they remain "articles in interstate commerce." It is only the *ensemble* of the acts alleged in the complaint in the *Lawlor* case that brought the restraint practiced by the defendants within the scope of the Act. The Court said, "If the purposes of the combination were, as alleged, to prevent any *interstate transportation* . . ." p. 301, and, "that at the time the alleged combination was formed they were in the process of manufacturing a large number of hats for the purpose of fulfilling engagements then actually made with consignees and wholesale dealers in States other than Connecticut . . ." p. 304.

Not the least interesting portions of the treatise, though merely incidental, are the suggestions of amendments to the anti-trust laws at pp. 709, 738, note, and at p. 784, note. Particularly the last, where the author says, "the regulation of commerce may consist in the *imposition* as well as in the removal of restraint. If the present statute [Federal Anti-Trust Law] prove insufficient, it may be necessary to place limitations upon interstate commerce." As an illustration of the necessity for such legislation the case is put of a large manufacturer outside the State shipping in at cut prices to destroy a small competitor operating wholly within the State. State legislation can not reach the evil, because a State can not interfere with interstate commerce; and, since there is no restraint of *interstate* commerce here practiced the evil is not within the Federal Act. Obviously what is needed *is a restraint* upon interstate commerce to prevent its use as an instrument for the destruction of competition.

It is apparent from the isolated character of the points criticized that the reviewer has found very little to take issue with. In truth, this treatise exhibits the careful thought, clearly stated, of a strong mind that has gone far toward the mastery of the very important and difficult subject treated. Absolute mastery is an oft-demonstrated impossibility. It is hoped, however, that the author will strive in pursuit of it, and will give the public and the profession further cause for gratitude for his work in his chosen field.

D. O. McG.

THE LAW OF GUARANTY INSURANCE. By THOMAS GOLD FROST. 2nd ed. Boston: LITTLE, BROWN & CO. 1909. pp. liv, 802.

The rapid development of the law affecting the various forms of compensated suretyship has made imperative a revision of the first edition of this treatise published in 1902.[1] The scope of the new edition is substantially that of the first edition. Bringing the work down to date, however, has involved the addition of recent decisions of the extent of five hundred and over and the addition of about two hundred

[4](1907) 208 U. S. 274.

[5](1894) 156 U. S. 1.

[1]Reviewed, 2 COLUMBIA LAW REVIEW 433.

and fifty pages to the text. The work of expanding the text has not been extended to the somewhat anomalous chapters on pleading and practice appearing in the earlier edition. The new and separate chapter on the subject of rights of subrogation, contribution and exoneration would seem to be essential in a work of this character. The author divides his work into practically separate treatises on fidelity insurance, commercial insurance, under which head he includes contract credit and title insurance, and judicial insurance or court or administrative bonds. This classification, while not strictly scientific, has the merit of convenience and may be justified on that ground.

In the first edition, the author avowedly limited himself to the task of digesting the case law on the subject leaving "to the courts their natural and allotted task of defining the unsettled principles of guaranty insurance law." In the present edition he has to a modest degree thrown aside this limitation and undertakes to insert more of his own views on the various questions under discussion. This, while important in any case, seems to us especially desirable where the subject under consideration is one undergoing rapid development as has been the case in the law of guaranty insurance, where the courts have been required to apply familiar principles of insurance law to new conditions.

Taken as a whole, the book will be found to contain a concise but comprehensive presentation of the law of guaranty insurance, useful to practising lawyers and suggestive to students of the special branches of the law of insurance and suretyship considered.

H. F. S.

CASES ON CRIMINAL LAW (AM. CASE BOOK SERIES). By WILLIAM E. MIKELL. JAMES BROWN SCOTT, GENERAL EDITOR. St. Paul, Minn.: WEST PUBLISHING CO. 1908. pp. xviii, 610.

If a preface is of advantage in a casebook, no one is better fitted to write it than the compiler of the cases. In the present work is found a sort of blanket preface to all the casebooks, prepared and prospective, of this series. The viewpoint of the General Editor is substituted for that of the author, and thus supervision seems to take the place of collaboration. This impression is emphasized by the General Editor's almost detailed outline of casebooks not yet in preparation.

Probably the hampering effect of such supervision accounts for the crowding and consequent confusion of sections in Chapter II, under "Elements of Crime." In a logically subdivided chapter, each subdivision excludes every other; in this case, the first section, "Union of Intent and Act," is included in each of the next seven sections, which are examples of the various classes of offenses viewed with regard to the person or thing injured; the ninth and tenth sections are discussions of consent and coercion respectively, and are not exclusive of any of the seven next preceding.

The interesting question of the necessity of intent as an element of statutory crimes, is well presented in the two English cases, *Regina* v. *Prince*[1] and *Regina* v. *Tolson*.[2] If these cases can be reconciled, it may be that the turning point of the decisions is the question of the natural wrongfulness of the act, as pointed out by Bramwell, B., at the foot of p. 98.

[1](1875) 13 Cox, C. C. 138.

[2](1889) 23 Q. B. D. 168.